

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JORGE L. CHAU, on behalf of himself and all :
other current and former employees :
similarly situated, :

Plaintiff, :

-against- :

VINCENT'S LIMOUSINE SERVICE :
OF NEW YORK, INC., :

Defendant. :
-----X

**NOTICE OF ACCEPTANCE
OF OFFER OF JUDGMENT
PURSUANT TO RULE 68**

Please take notice that Plaintiff Jorge L. Chau accepts the offer of judgment that Defendant Vincent's Limousine Service of New York, Inc., made on May 24, 2013, pursuant to Rule 68 of the Federal Rules of Civil Procedure, allowing Plaintiff to take judgment in this action for \$40,000, plus Plaintiff's reasonable attorneys' fees and costs in an amount to be determined by the Court.

Dated: New York, New York
June 7, 2013

Respectfully submitted,

PEDOWITZ & MEISTER, LLP

By: 

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Attorneys for Defendant

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

JORGE L. CHAU, on behalf of himself and
all other current and former employees
similarly situated,

Plaintiff,

v.

VINCENT'S LIMOUSINE SERVICE OF
NEW YORK, INC.,

Defendant.

CIVIL ACTION NO.: 12-CV-7376 (NRB)

**OFFER OF JUDGMENT PURSUANT TO
RULE 68**


Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant offers to allow judgment to be taken against Defendant in favor of and with respect to all claims asserted by Jorge L. Chau in the above-captioned matter in the amount of Forty Thousand Dollars (\$40,000.00) plus Jorge L. Chau's reasonable attorney's fees and costs accrued up through the earlier of the expiration or acceptance of this offer. This offer of judgment is intended to resolve all of Jorge L. Chau's claims in this action, including without limitation any and all claims for back wages, compensatory damages, statutory damages, liquidated damages and interest. Reasonable attorney's fees and costs shall be in an amount to be determined either by agreement of the parties or by application to the Court. Jorge L. Chau's acceptance of this offer of judgment is in full satisfaction and settlement of all claims asserted by Jorge L. Chau against Defendant in this action.

This offer shall be kept confidential to the fullest extent permitted by law. This offer will be deemed withdrawn unless Jorge L. Chau serves a written notice of acceptance of the offer within fourteen (14) days of the date that it was served on Jorge L. Chau. This offer is made for

the purpose of Rule 68 only, and neither it nor any judgment resulting from this offer may be construed as an admission (a) of liability on the part of Defendant; or (b) that Jorge L. Chau has suffered any damage.

Orangeburg, New York
May 24, 2013

GREENWALD DOHERTY LLP

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